

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

WINDSTREAM MISSOURI, INC.

and

AT&T COMMUNICATIONS OF THE SOUTHWEST, LLC

This Amendment No. 1 ("Amendment") is made this 19th day of April, 2011 ("Amendment Effective Date"), by and between Windstream Missouri, Inc., ("Windstream") with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas 72212 and AT&T Communications of the Southwest, Inc. ("AT&T"), with its principal place of business at One Bedminster Way, Bedminster, New Jersey 07921. Windstream and AT&T may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of Missouri.

WITNESSETH:

WHEREAS, AT&T and Windstream are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 dated July 27, 2009, which was approved on October 10, 2009 by the Missouri Public Service Commission in File No. IK-2010-0058 (the "Agreement"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 18 of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Section 4.1 of the General Terms and Conditions is replaced in its entirety with the following:**

4.1 The Parties agree to the provisions of this Agreement for an extended initial term until September 30, 2013 ("the Term"), and thereafter on a month to month basis, unless terminated or modified pursuant to the terms and conditions of this Agreement.

2. **ATTACHMENT 2: RESALE:** This Agreement is amended to include in its entirety the enclosed Attachment 2: Resale.

3. **Miscellaneous Provisions:**

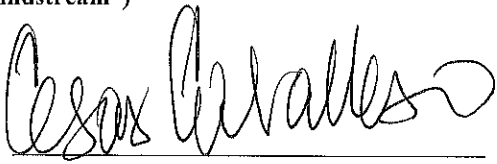
3.1 **Conflict between this Amendment and the Agreement.** This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.

- 3.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 3.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1, 2, and 3 of this Amendment, and, except to the extent set forth in Sections 1, 2, and 3 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Windstream Missouri, Inc.
("Windstream")

By:



Printed: Cesar Caballero

Title: Vice President – Regulatory Strategy

AT&T Communications of the Southwest, Inc.
("AT&T")

By:



Printed: Bileen M. Oakley

Title: Executive Director US Carrier Relations
Access Management

8 MARCH 2011

ATTACHMENT 2 RESALE

All services made available to AT&T by Windstream for resale by AT&T pursuant to the Agreement (Resale Services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 2: Resale.

1.0 General Provisions

- 1.1 Resale Services will be made available to AT&T by Windstream.
- 1.2 The applicable rules, regulations and rates in the Windstream Local Exchange Tariff shall be applicable to Resale Services and to the extent of conflict herewith, this Agreement shall control.
- 1.3 AT&T will be the Customer of record for all services purchased from Windstream, pursuant to this Agreement. Except as specified herein, Windstream will take service orders from, bill and collect payment from AT&T for all services purchased pursuant to this Agreement.
- 1.4 AT&T will be Windstream's single point of contact for all services purchased pursuant to this Agreement.
- 1.5 AT&T may resell Windstream services only within the Windstream local service area as specified in the appropriate Windstream tariff.
- 1.6 Except where otherwise explicitly provided in the Windstream Local Exchange Tariff, AT&T shall not permit the sharing of a service by multiple End Users or the aggregation of traffic from multiple End Users onto a single service.
- 1.7 AT&T shall resell telecommunications services only to the same class of Customers to which Windstream sells the services; e.g. residential service may not be resold to business Customers.
- 1.8 AT&T shall not use a resold service to avoid the rates, terms and conditions of Windstream's Local Exchange Tariff, as applicable.
- 1.9 AT&T shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.
- 1.10 Subject to the availability of facilities, Windstream shall provide Resale Services to AT&T pursuant to this Agreement.
- 1.11 AT&T has no right to the telephone number or any other call number designation associated with services furnished by Windstream, and no right to the continuance of service through any particular central office or number. Windstream reserves the right to change numbers or the central office designation associated with such numbers, or both, whenever Windstream deems it necessary to do so in the conduct of its business.
- 1.12 Service is furnished to AT&T on the condition that it will not be used for any unlawful purpose.

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- 1.13 Service will be discontinued in accordance with the Communication Assistance for Law Enforcement Act (CALEA) or upon issuance of a Court Order instigated by any law enforcement agency if the service is being used in violation of the law.
 - 1.14 Windstream can refuse service when it has reasonable grounds to believe that service has been or will be used in violation of the law.
 - 1.15 Windstream accepts no responsibility for any unlawful act committed by AT&T or its End Users as part of providing service to AT&T for purposes of resale or otherwise.
 - 1.16 Windstream and AT&T will cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of AT&T or its End Users. Law enforcement agency subpoenas and court orders regarding the End Users of AT&T will be directed to AT&T. Windstream shall be entitled to bill AT&T for any reasonable cost associated with complying with any requests by law enforcement agencies regarding AT&T or AT&T's End Users.
 - 1.17 White Page Directory Services shall be provided as set forth in Section 10 of Attachment 2 Directories: White Pages.
 - 1.18 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by Windstream with respect to AT&T end-user accounts will be returned to the IXC as unbillable, and will not be passed on to AT&T for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by Windstream.
 - 1.19 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided to Windstream by AT&T in accordance with the practices and procedures established by Windstream.
 - 1.20 Except as otherwise provided in this Agreement, if Windstream notifies AT&T in writing of a violation of a provision of this Agreement, AT&T shall have thirty (30) days from receipt of the notice to correct the violation and notify Windstream in writing that the violation has been corrected.
 - 1.21 Windstream shall continue to have the right to serve and market directly to any End User within Windstream's service area, including but not limited to AT&T's End Users. Windstream shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with AT&T's End Users. However, Windstream may not use any AT&T end-user customer proprietary network information that is obtained from Windstream's Wholesale/LSR systems as part of such marketing efforts.
 - 1.22 AT&T shall not interfere with the right of any person or entity to obtain service directly from Windstream. Windstream shall not interfere with the right of any person or entity to obtain service directly from AT&T.
 - 1.23 The circuits, facilities or equipment provided by any person or entity other than Windstream and use, operation, maintenance or installation thereof shall not:
 - 1.23.1 interfere with or impair service over any facilities of Windstream, its affiliates, or its connecting and concurring carriers involved in its service;
 - 1.23.2 cause damage to plant;

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- 1.23.3 impair the privacy of any communications; or
 - 1.23.4 create hazards to any employees or the public.
 - 1.24 AT&T assumes the responsibility of notifying Windstream regarding any less than standard operations with respect to services provided by Windstream.
 - 1.25 Facilities and/or equipment utilized by Windstream to provide service to AT&T shall remain the property of Windstream.
 - 1.26 Windstream will provide Customer Proprietary Network Information ("CPNI") to AT&T, only after AT&T has provided to Windstream a signed Letter(s) of Authorization ("LOA") from the relevant Customer. Windstream may provide CPNI to AT&T via Windstream Express.
 - 1.27 All costs reasonably incurred by Windstream in providing services to AT&T that are not covered in the Windstream tariffs shall be recovered from AT&T for utilizing such services.
 - 1.28 The Parties agree that this Agreement shall not be proffered by either Party in another jurisdiction or proceeding as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.
 - 1.29 The rates applicable to AT&T for purchase of services from Windstream for resale shall be the retail rate for the telecommunications services as provided in Windstream's applicable Local Exchange Tariff.

2.0 General Obligations

- 2.1 Windstream shall use reasonable efforts to implement AT&T service orders within the same time intervals that Windstream uses to implement service orders for similar services for its own End Users.
- 2.2 The appropriate Windstream trouble reporting centers shall accept AT&T trouble reports with respect to AT&T End Users services 24 hours a day, 7 days a week. AT&T will be assigned a Customer contact center when initial service agreements are made. AT&T End Users calling Windstream will be referred to AT&T at the number provided by AT&T.
- 2.3 If Windstream determines that an unauthorized change in local service by a local service provider has occurred, Windstream will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge similar to that described in the Windstream F.C.C. Tariff No. 1. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.
- 2.4 To the extent allowable by law, AT&T shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. These charges will be assessed regardless of whether AT&T or the End User made the change. AT&T shall pay for PIC changes at the tariffed rate.
- 2.5 AT&T shall resell the services provided herein only in those service areas in which such Resale Services or any feature or capability thereof are offered at retail by Windstream as the incumbent local exchange carrier to its End Users.

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- 2.6 AT&T is solely responsible for the payment of charges for all service furnished under this Agreement, including, but not limited to, calls originated or accepted at AT&T locations and its End Users' service locations, with the exception of any retail services provided directly by Windstream to the End User which Windstream is responsible for billing.
- 2.7 Windstream shall not be responsible for the manner in which the use of Resale Services or the associated charges are billed to others by AT&T. All applicable rates and charges for such services will be billed to and shall be the responsibility of AT&T, with the exception of other retail services provided directly to the End User by Windstream as described in paragraph 2.6 above.
- 2.8 If AT&T does not wish to be responsible for toll, collect, third number billed, 900 and 976 calls, AT&T must order blocking services as outlined in the Windstream Local Exchange Tariff and pay any applicable charges.
- 2.9 AT&T shall be responsible for providing to its End Users, and to Windstream a telephone number or numbers that AT&T End Users can use to contact AT&T in the event of service or repair requests. In the event that an AT&T End User contacts Windstream with regard to such requests, Windstream shall provide the End User AT&T's contact number and inform the End User to contact AT&T.

3.0 Establishment of Service

- 3.1 Upon receiving the applicable certification from the appropriate state regulatory agency, AT&T will provide Windstream with the necessary documentation to enable Windstream to establish a master account for AT&T. Such documentation shall include, but is not limited to, the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), and a tax exemption certificate, if applicable. When necessary deposit requirements are met, Windstream will begin taking orders from AT&T for Resale Services.
- 3.2 AT&T will be charged a Master Account Establishment charge of \$380.00. The Master Account Establishment charge is a one-time charge that will be applied for the establishment of each Billing Account Number ("BAN").
- 3.3 Service orders will be submitted in the format designated in Windstream handbooks and manuals. See Windstream Wholesale Product Management website, Windstream Express tab, currently located at (<http://www.windstream.com/wholesale/product.aspx>).
- 3.4 When Windstream receives notification from AT&T that a current Windstream Customer will be subscribing to AT&T's services, standard service order intervals for the appropriate class of service will apply.
- 3.5 Except as required by applicable laws or rules, Windstream will not require End User confirmation prior to establishing service for AT&T's Customers. AT&T must, however, be able to demonstrate End User authorization upon request.
- 3.6 AT&T will be the single point of contact with Windstream for all subsequent ordering activity resulting in additions or changes to Resale Services, except that Windstream will accept a request directly from the End User for conversion of the End User's service from AT&T to Windstream,

or will accept a request from another local service provider for conversion of the End User's service from AT&T to the other local service provider.

- 3.7 Windstream will provide AT&T, at AT&T's request per Customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that Windstream provides such blocking capabilities to its Customers and to the extent required by law.
- 3.8 When ordering Resale Services via a service order, AT&T may, where available, order from Windstream separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis where IntraLATA presubscription has been introduced. Windstream will accept PIC change orders for IntraLATA and long distance services through the Windstream service provisioning process.
- 3.9 Windstream will provide order format specifications to AT&T with respect to all services, features, and functions available and with respect to ancillary data required by Windstream to provision these services through Windstream manuals and handbooks. AT&T will utilize Windstream Express for submitting Resale service orders to Windstream. See Windstream Wholesale Product Management website, Windstream Express tab, currently located at (<http://www.windstream.com/wholesale/product.aspx>).

4.0 Maintenance of Services

- 4.1 Windstream's facilities and equipment provided by Windstream shall be maintained by Windstream.
- 4.2 Windstream will use reasonable efforts to provide maintenance for all Resale Services ordered under this Agreement at levels equal to the maintenance provided by Windstream in serving its Customers. Windstream technicians will use reasonable efforts to provide repair service on Resale Services that is at least equal in quality to that provided to Windstream Customers; trouble calls from AT&T will receive response time and priorities that are at least equal to that of Windstream Customers.
- 4.3 AT&T or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Windstream, other than by connection or disconnection to any interface means used, without the written consent of Windstream.
- 4.4 AT&T shall promptly notify Windstream of any situations that arise that may result in a service problem.
- 4.5 AT&T will be Windstream's single point of contact for all repair calls on behalf of AT&T's End Users with respect to Resale Services. All misdirected repair calls to Windstream from AT&T Customers will be given a recording (or live statement) directing them to call the number designated by AT&T. AT&T on a reciprocal basis will refer all misdirected repair calls that AT&T receives for Windstream Customers to Windstream.
- 4.6 AT&T will contact the appropriate Windstream repair center in accordance with procedures established by Windstream. AT&T will refer repair calls to Windstream via Windstream Express.

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- 4.7 For all repair requests, AT&T shall adhere to Windstream's prescreening guidelines prior to referring the trouble to Windstream.
 - 4.8 For purposes of this Section, Resale Services are considered restored or a trouble resolved when the quality of Resale Services is equal to that provided before the outage or the trouble occurred.
 - 4.9 Windstream will bill AT&T for handling troubles that are found not to be in Windstream's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what Windstream charges to its retail Customers for the same services. See Windstream Wholesale Product Management, tariff, currently located at (<http://www.windstream.com/company/tariffs.html>).
 - 4.10 Windstream will provide AT&T with written escalation procedures for maintenance resolution to be followed if, in AT&T's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided thereunder shall include names and telephone numbers of Windstream management personnel who are responsible for maintenance issues.
 - 4.11 Windstream Maintenance of Service Charges, when applicable, will be billed by Windstream to AT&T, and not to AT&T's end-user Customers.
 - 4.12 Dispatching of Windstream technicians to AT&T Customer premises shall be accomplished by Windstream pursuant to a request received from AT&T.
 - 4.13 When a Windstream employee visits the premises of a AT&T local Customer, the Windstream employee will inform the Customer or occupant, directly or indirectly, that he or she is there acting on behalf of "their local service provider". Materials left at the Customer premises (e.g., a door hanger notifying the Customer of the service visit) must also inform the Customer that Windstream was on their premises acting on behalf of "their local service provider".
 - 4.14 If trouble cannot be cleared without access to AT&T's local Customer's premises and the Customer is not at home, the Windstream technician will leave at the Customer's premises a non-branded "no access" card requesting the Customer to call "their local service provider" for rescheduling of repair.
 - 4.15 Windstream reserves the right, but is not required, to contact AT&T's Customers for any lawful purpose.
 - 4.16 Windstream will perform testing (including trouble shooting to isolate any problems) of Resale Services purchased by AT&T in order to identify any new circuit failure performance problems.

5.0 Discontinuance of Service

5.1 End User Disconnect Procedures

- 5.1.1 At the request of AT&T, Windstream will disconnect an AT&T Customer.
- 5.1.2 All requests by AT&T for denial or disconnection of an End User for nonpayment must be provided to Windstream in writing in the manner and format prescribed by

Windstream. See Windstream Wholesale Product Management, currently located at (<http://www.windstream.com/wholesale/product.aspx>).

- 5.1.3 AT&T will be solely responsible for notifying the End User of the proposed disconnection of service.
- 5.1.4 Upon restoration of the End User's service, charges will apply and will be the responsibility of AT&T.
- 5.1.5 Windstream will continue to process calls made to Windstream for annoyance calls and will advise AT&T when it is determined that annoyance calls are originated from one of AT&T's End User's locations. Windstream shall be indemnified, defended and held harmless by AT&T against any claim, loss or damage arising from providing this information to AT&T. It is the responsibility of AT&T to take the corrective action necessary with its Customers who make annoying calls. Failure to do so will result in Windstream's disconnecting the End User's service.

6.0 Dispute Resolution

6.1 Notice of Disputes

Notice of a valid contractual dispute must be made through the Windstream Express System's billing dispute form, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the "Billing Dispute"). Billing Disputes must be submitted via Windstream Express, on the billing dispute form or the dispute will not be accepted as a valid Billing Dispute and therefore denied by the billing Party. The billing dispute form must be completed with all fields populated by the disputing Party or the form will be denied by the billing Party.

6.1.1 Billing Disputes

The billing dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be denied by the billing Party. After receipt of a completed billing dispute form, the billing Party will review to determine the accuracy of the Billing Dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party's bill within thirty (30) calendar days of receipt of the Billing Dispute. If the billing Party determines the Billing Dispute is not valid, the disputing Party may escalate the dispute as outlined in Section 6.1.1.1.

6.1.1.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

6.1.1.1.1 If the dispute is not resolved within thirty (30) calendar days of receipt of the billing dispute form, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within sixty (60) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

6.1.1.1.2 If the dispute is not resolved within ninety (90) calendar days of the receipt of the billing dispute form, the dispute will be escalated to the

fourth level of management for each of the respective Parties for resolution.

6.1.1.1.3 Each Party will provide to the other Party an escalation list for resolving Billing Disputes. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section 6.1.1.1.

6.1.1.1.4 If the dispute is not resolved within one hundred twenty (120) days of receipt of the billing dispute form or either Party is not operating in good faith to resolve the dispute, the Formal Dispute Resolution process, outlined in section 6.4, may be invoked.

6.1.1.2 If the disputing Party disputes charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges by the next billing cycle after the resolution of the dispute.

6.1.1.3 Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 6.1.1. A Party's failure to pay all amounts by the due date listed on the bill, is a material breach of this Agreement.

6.1.1.4 Any credits due to the disputing Party resulting from the Billing Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

6.1.1.5 Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

6.1.2 All Other Disputes

All other disputes (*i.e.*, contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes.

6.2 Alternative to Litigation

6.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction, or similar relief from the PUC related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

6.3 Informal Resolution of Disputes

In the case of any dispute and upon receipt of the billing dispute form each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in any lawsuit without the concurrence of both Parties.

Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures or other procedures as appropriate, not earlier than thirty (30) days after the date of the billing dispute form, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

6.4 Formal Dispute Resolution

- 6.4.1 The Parties agree that all unresolved disputes arising under this Agreement may be submitted to PUC for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law.
- 6.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.
- 6.4.3 Each Party shall bear its own costs of these procedures unless the Missouri PSC or other presiding authority, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

6.5 Conflicts

- 6.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the PUC.

7.0 Termination of Service to AT&T

- 7.1 Windstream reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by AT&T of the rules and regulations of the Windstream Local Exchange Tariff.
- 7.2 Disputes hereunder shall be resolved in accordance with the procedures identified in § 6.0 Dispute Resolution. Failure of AT&T to pay charges owed to Windstream shall be grounds for termination under this Agreement.
- 7.3 Failure of AT&T to pay all charges, including disputed amounts, shall be grounds for suspension or termination of this Agreement. If AT&T fails to pay when due, all charges billed to AT&T under this Agreement, and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such charges, Windstream will notify AT&T in writing that in order to avoid having service disconnected and or suspension of order acceptance, AT&T must remit all charges to Windstream within fifteen (15) days after receipt of said notice (the "Embargo Notice").

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- 7.4 If any AT&T charges remain unpaid at the conclusion of the time period as set forth in § 7.3 above (15 days from the due date of such unpaid charges), Windstream will notify AT&T, (the "Disconnect Notice") and the appropriate commission(s) in writing, pursuant to state public service commission's rules and regulations, that AT&T's service will be disconnected and AT&T's End Users may be switched to Windstream local service and Windstream will suspend order acceptance. Applicable service establishment charges for switching End Users from AT&T to Windstream will be assessed to AT&T. In the case of such discontinuance, all billed charges, as well as applicable termination charges shall become due. If Windstream does not discontinue the provision of the services involved on the date specified in the fifteen (15) day Embargo Notice, and AT&T's noncompliance continues, nothing contained herein shall preclude Windstream's right to discontinue the provision of the services to AT&T without further notice.
- 7.5 Within five (5) calendar days of the transfer to Windstream's service, (30 days past AT&T's due date), Windstream will notify all affected End Users that because of AT&T's failure to pay all charges, its service is now being provided by Windstream.
- 7.6 After disconnect procedures have begun, Windstream will not accept service orders from AT&T until all charges are paid in full, in immediately available funds. Windstream will have the right to require a deposit equal to three (3) months charges (based on the highest previous month of service from Windstream) prior to resuming service to AT&T after disconnect for nonpayment.
- 7.7 Beyond the specifically set out limitations in this Section, nothing herein will be interpreted to obligate Windstream to continue to provide service to any such End Users or to limit any and all disconnection rights Windstream may have with regard to such End Users.

8.0 Billing and Payments

- 8.1 Pursuant to this Agreement, Windstream shall bill AT&T the charges which AT&T incurs as a result of AT&T purchasing Resale Services from Windstream.
- 8.2 Windstream shall provide AT&T a monthly bill including all charges incurred by and credits and/or adjustments due to AT&T for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by Windstream to AT&T will include:
- 8.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;
 - 8.2.2 any known unbilled non-usage sensitive charges for prior periods;
 - 8.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and
 - 8.2.4 any known unbilled usage sensitive charges for prior periods. Windstream will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to AT&T.
- 8.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due Windstream from the Interexchange Carrier.
- 8.4 All End User common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All

applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.

- 8.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.
- 8.6 Windstream will render bills each month on established bill days for each of AT&T's accounts.
- 8.7 If AT&T requests an additional copy(ies) of a bill, AT&T will pay Windstream a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 8.8 Payment of all charges will be the responsibility of AT&T. AT&T shall make payment to Windstream for all Resale Services billed. Windstream is not responsible for payments not received by AT&T from AT&T's Customer. Windstream will not become involved in Billing Disputes that arise between AT&T and its Customer. Payments made to Windstream, as payment on account, will be credited to an accounts receivable master account and not to an End User's account.
- 8.9 Payment of all charges will be due within thirty (30) days of the invoice date and payable in immediately available funds. Payment is considered to have been made when received by Windstream.

9.0 Customer Usage Data

- 9.1 Usage Data with respect to End Users will be provided by Windstream to AT&T when the End User has been transferred to AT&T, and AT&T purchases Resale Services from Windstream.
- 9.2 Windstream will provide usage data for AT&T Customers using Windstream-provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:
 - 9.2.1 All record types that are currently processed for Windstream Customers.
 - 9.2.2 Use of CLASS/ Custom Features;
 - 9.2.3 Station level detail for Windstream - provided CENTREX families of services; and
 - 9.2.4 Complete call detail and complete timing information for Resale Services;
- 9.3 Windstream will provide Usage Data for completed calls only for service offerings that Windstream records for itself (e.g., Local Measured Services) and recordings performed on the behalf of Windstream for operator services and directory assistance.
- 9.4 Windstream will provide Usage Data to AT&T only for AT&T Customers. Windstream will not submit other carriers' local usage data as part of the AT&T Usage Data.
- 9.5 Windstream will provide Usage Data in EMI format.
- 9.6 Windstream will include the Working Telephone Number (WTN) of the call originator on each EMI call record.

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- 9.7 Customer usage records and station level detail records will be in packs in accordance with EMI guidelines.
 - 9.8 Windstream will transmit formatted Usage Data to AT&T via CONNECT; Direct or as otherwise agreed to by the Parties. AT&T is responsible for the connection.
 - 9.9 AT&T and Windstream will test and certify the CONNECT; Direct interface to ensure the accurate transmission of Usage Data. AT&T will pay to Windstream a per message charge for Windstream's transmission of usage data to AT&T.
 - 9.10 Windstream will provide Usage Data to AT&T daily (Monday through Friday) on a time schedule to be determined by the Parties. By mutual agreement of both Parties, this schedule can be amended with thirty (30) days written notice.
 - 9.11 Windstream will establish a single point of contact to respond to AT&T call usage, data error, and record transmission inquiries.
 - 9.12 Windstream will bill and AT&T will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

10.0 Directories: White Pages

10.1 Introduction

- 10.1.1 Windstream obtains the publication of White Pages directories (White Pages) from a third party publisher for geographic areas in which AT&T may also provide local exchange telephone service, and AT&T wishes to include listings information for its Customers in the appropriate White Pages directories.
- 10.1.2 Windstream will include AT&T's Customer listings in the appropriate White Pages directory in accordance with § 10.2 Resale as specified in this Section. The Parties agree that § 10.2 Resale shall be applicable to Customers which AT&T serves through a Resale Agreement.
- 10.1.3 Any references in this Section to Windstream procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of Windstream's contractors that produce directories on its behalf.
- 10.1.4 A service order processing charge (Service Order Charge) will be applied to each service order issued by AT&T for Windstream to process a directory listing request or change to an existing directory listing.

10.2 Service Provided - Resale

- 10.2.1 Windstream will include in appropriate White Pages directories the primary alphabetical listings of all AT&T Customers (other than non-published or non-list Customers) located within the local directory area.

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- 10.2.2 AT&T will furnish to Windstream subscriber listing information pertaining to AT&T Customers located within the Windstream local directory area, along with such additional information as Windstream may require to prepare and print the alphabetical listings of said directory.
 - 10.2.3 Windstream will include the listing information for AT&T's Customers for Resale Services in the White Pages directory database in the same manner as it includes listing information for Windstream's Customers.
 - 10.2.4 Windstream will provide AT&T with format requirements and procedures for submitting directory listings and directory updates.
 - 10.2.5 AT&T may purchase Enhanced White Pages listings for residential Customers on a per listing basis, and will pay Windstream amounts attributable to such Enhanced Listings used by its Customers.
 - 10.2.6 AT&T's subscriber listings will be inter-filed (interspersed) with Windstream's and other local service provider's subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another local service provider.
 - 10.2.7 Windstream will deliver White Pages directories to AT&T Customers. The timing of such delivery and the determination of which White Pages directories will be delivered (by Customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per Customer, will be on the same terms that Windstream delivers White Pages directories to its own End Users.
 - 10.2.8 Windstream will distribute any subsequent directories in accordance with the same practices and procedures used by Windstream.
 - 10.2.9 At its option, AT&T may purchase information pages (Customer Guide Pages) in the informational section of the White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than Windstream information pages. Sixty (60) days prior to the directory close date, AT&T will provide to Windstream the information page(s) in camera ready format. Windstream will have the right to approve or reject the format and content of such information page(s) and, with AT&T's agreement, Windstream may, but is not required to, revise the format and content of such information page(s).
 - 10.2.10 Windstream will include AT&T specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to AT&T on such page will be 1/8th page in size. In order to have such information published, AT&T will provide Windstream, sixty (60) days prior to the directory close date, with its logo and information in the form of a camera ready copy, sized at 1/8th of a page. AT&T will be limited to a maximum of 1/8th of a page in any single edition of a White Pages directory.

10.3 Limitation Of Liability And Indemnification

- 10.3.1 Windstream will not be liable to AT&T for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the White Pages services, including any and all associated equipment and data processing systems, unless said losses or damages result from Windstream's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which Windstream is held liable under this Agreement to AT&T, shall in no event exceed the amount of the charges billed to AT&T for White Pages services with respect to the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by Windstream to the time Service is restored.
- 10.3.2 AT&T agrees to defend, indemnify, and hold harmless Windstream from any and all losses, damages, or other liability that Windstream may incur as a result of claims, demands, wrongful death actions, or other claims by any Party that arise out of AT&T's Customers' use of the White Pages services, or the negligence or wrongful act of AT&T except to the extent any such losses, damages or other liability result solely from Windstream's gross negligence or willful misconduct. AT&T will defend Windstream against all Customer claims just as if AT&T had provided such service to its Customer with AT&T's own employees and will assert its contractual or tariff limitation of liability, if any, for the benefit of both Windstream and AT&T.
- 10.3.3 AT&T agrees to release, defend, indemnify, and hold harmless Windstream from any claims, demands, or suits with respect to any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by Windstream employees or equipment associated with provision of the White Pages services, except to the extent any such losses, damages or other liability is based on or results from Windstream's gross negligence or willful misconduct. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with White Pages services.

10.4 Pricing

- 10.4.1 Prices for White Pages services are as contained on Exhibit I, attached hereto and incorporated herein.

10.5 Term

- 10.5.1 Upon termination of this Interconnection Agreement, this Section 10 Directories will be null and void with respect to any issue of directories published thereafter.

EXHIBIT I: PRICE LIST

Price Disclaimer: The following prices are for purchasing directories and Information Pages. Based on fluctuating printing and publishing expenses, Windstream reserves the right to increase these prices by no more than 3% annually.

Price Per Initial White Page listing: \$0.00

Price Per Additional White Page listing: \$3.00

Price Per Single Sided Informational Page:

6x9

1 additional information page	\$475.00
2 additional information pages	\$750.00

9x11

1 additional information page	\$1,225.00
2 additional information pages	\$1,440.00

Price Per Book Copy for Initial Book Order: Respective Directory Wholesale Price (See Below)

Price Per Book Copy Ordered after Initial Order: Respective Directory Retail Price (See Below)

DIR		DIRECTORY NAME	WHOLESALE	RETAIL	SUBCODE
ST	CODE		PRICE	PRICE	
MO	40012	Albany/Gallatin	11.50	17.25	129
MO	40136	Bolivar	18.20	27.30	128
MO	40522	Dixon	8.95	13.43	111
MO	40538	Doniphan	9.25	13.88	112
MO	41055	Liberal	9.25	13.88	113
MO	41145	Madison	9.25	13.88	114
MO	41243	Milan/Mendon	9.25	13.88	115
MO	41564	Purdy	9.03	13.55	117
MO	41802	Silex/Vandalia	10.52	15.78	127
MO	41852	Stover	9.25	13.88	118